

CABLE TELEVISION FRANCHISE AGREEMENT
BETWEEN THE CITY OF ALEXANDRIA, VIRGINIA,
AND COMCAST OF VIRGINIA, INC.

WHEREAS, on June 18, 1994, the City of Alexandria ("City"), a municipal corporation of Virginia, granted a cable television franchise to Jones Intercable of Alexandria, Inc. ("Jones"), a Colorado corporation ("Prior Franchise"), which authorized Jones to provide cable television service to the City; and

WHEREAS, the Prior Franchise was subsequently transferred to Comcast of Virginia, Inc. (the "Franchisee"); and

WHEREAS, the Franchisee has requested that the City renew the Prior Franchise; and

WHEREAS, the City has reviewed the Franchisee's performance under the Prior Franchise, has identified the future cable-related needs and interests of the Alexandria community, has considered the financial, technical and legal qualifications of the Franchisee, and has determined whether the Franchisee's plans for constructing, operating and maintaining its cable television system are adequate; and

WHEREAS, the City has relied on the Franchisee's representations and has considered all the information that the Franchisee has presented to it; and

WHEREAS, based on the Franchisee's representations and information, and in response to its request for renewal, the City Council of Alexandria has determined that, subject to the provisions of Chapter 3 of Title 9 of The Code of the City of Alexandria, Virginia, 1981, as amended, known as the Alexandria Cable Communications Code (the "Cable Ordinance" or "Ordinance"), and the terms and conditions set forth herein, the grant of a new nonexclusive franchise to the Franchisee, to supersede the Prior Franchise, is consistent with the public interest and has granted a new franchise; and

WHEREAS, the City and the Franchisee have reached agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration for the City's grant of a new franchise to the Franchisee, the Franchisee's promise to provide Cable Service to residents of the City pursuant to and consistent with the Cable Ordinance, the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which is hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. Definitions.

Except as otherwise provided herein, the definitions and word usage set forth in Article B of the Cable Ordinance are incorporated herein and shall apply in this Franchise Agreement. In addition, the following definitions shall apply:

(a) *Cable Ordinance*: Chapter 3 of Title 9 of The Code of the City of Alexandria, 1981, as amended, and as it may be amended from time to time.

(b) *Franchise Agreement or Agreement*: This contract and any amendments, exhibits or appendices hereto.

(c) *Franchisee*: Comcast of Virginia, Inc., a Colorado corporation, and its lawful and permitted successors, assigns, and transferees.

(d) *PEG*: Public, educational and governmental.

(e) *Prior Franchise Agreement*: Nonexclusive Franchise Contract dated June 18, 1994, as amended, assigned to Franchisee by Ordinance No. 3728.

2. Grant of Authority; Limits and Reservations.

(a) *Grant of Authority*: Subject to the terms and conditions of this Franchise Agreement and to the provisions of the Cable Ordinance, the Franchisee has been granted by the

City Council of Alexandria a franchise to construct, operate, maintain, repair and replace in, upon, along, across, above and over the Public Rights-of-Way in the City a Cable System for the purpose of providing Cable Service ("Franchise"), and this Agreement confirms the grant of the Franchise. No privilege or power of eminent domain has been bestowed by this grant; nor is such privilege or power bestowed by this Agreement. This Agreement does not confer any rights other than as expressly provided herein or as mandated by federal, state or local law.

(b) *Franchise Area:* The Franchise is issued for the entire present territorial limits of the City of Alexandria and any area annexed thereto during the term of the Franchise.

(c) *Grant Not Exclusive:* The Franchise and the right it grants to use and occupy the Public Rights-of-Way shall not be exclusive and shall not explicitly or implicitly preclude the issuance of other franchises to operate Cable Systems within the City, affect the City's right to authorize use of Public Rights-of-Way by other persons to operate Cable Systems or for other purposes as it determines appropriate, or affect the City's right to itself construct, operate or maintain a Cable System, with or without a franchise.

(d) *Franchise Agreement Subject to Other Laws:* This Franchise Agreement is subject to and shall be governed by all terms, conditions and provisions of the Cable Act, and any other applicable provision of federal, state, or local law.

(e) *Franchise Agreement Subject to Exercise of Police Powers:* All rights and privileges granted herein are subject to the police powers of the City and its rights under applicable laws and regulations to adopt and amend the Cable Ordinance and to regulate the Franchisee and the construction, operation and maintenance of the Franchisee's Cable System, including, but not limited to, the right to adopt and enforce additional ordinances and regulations as the City shall find necessary in the exercise of its police powers, the right to adopt and enforce applicable zoning, building, permitting and safety ordinances and regulations, and the right to adopt and enforce ordinances and regulations containing right-of-way, telecommunications,

utility and cable television consumer protection and service standards and rate regulation provisions.

(f) *Approval and Effective Date:* This Franchise Agreement shall become effective upon its approval by the City Council, and the "Effective Date" shall be the date of such Council approval.

(g) *Effect of Acceptance:* By accepting the Franchise and executing this Franchise Agreement, the Franchisee: (1) acknowledges and accepts the City's legal right to grant the Franchise, to enter this Franchise Agreement, to adopt and amend the Cable Ordinance, and to enact and enforce ordinances and regulations related to the Franchise; (2) accepts and agrees to comply with each provision of this Agreement; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law.

(h) *Claims Related to Prior Franchise Agreement:*

In addition to satisfying all the provisions of this Franchise Agreement, the Franchisee shall remain liable for payments of all franchise fees and other amounts owed under the Prior Franchise Agreement up to the Effective Date of this Franchise Agreement. The grant of the Franchise shall have no effect on the Franchisee's duty under the Prior Franchise Agreement or the Cable Ordinance to indemnify or insure the City against acts and omissions occurring during the period that the Prior Franchise Agreement was in effect.

(i) *Term:*

(1) The term of the Franchise shall consist of an initial term of five years, beginning on the Effective Date (the "Initial Term"), and, subject to the provisions of this Section 2(i), up to two extensions (each an "Extended Term") of five years each. The maximum term of the Franchise shall be fifteen (15) years from the Effective Date.

(2) The term shall be extended for the first Extended Term upon the mutual consent of the City Council and the Franchisee. The City Council shall base its determination upon the results of a compliance review to be conducted by the City. The compliance review

shall consider the degree to which the Franchisee has complied with the requirements of the Franchise. The City shall commence the compliance review no later than eighteen months (18) prior to the end of the Initial Term, and the Franchisee shall cooperate by providing the City with all information requested by the City in connection with such review. The compliance review shall be completed within six (6) months. If the City Council determines that an extension of the Initial Term is warranted, it shall adopt a resolution to that effect, and the extension shall become effective upon its acceptance in writing by the Franchisee. If the Franchisee does not submit such acceptance within thirty (30) days, it shall be deemed to have withheld consent to the extension, and the parties shall continue with renewal proceedings in accordance with 47 U.S.C. § 546 and applicable Virginia law. If the City Council determines that an extension is not warranted, it shall adopt a resolution to that effect, and the parties shall continue with renewal proceedings in accordance with 47 U.S.C. § 546 and applicable Virginia law.

(3) If the parties agree to the first Extended Term, the term shall be extended for the second Extended Term upon the mutual consent of the City Council and the Franchisee, in accordance with the same procedure described in paragraph (2) above.

(k) *No Waiver:*

(1) The failure of either party on one or more occasions to exercise a right or to require compliance or performance under this Franchise Agreement, the Cable Ordinance or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by such party, unless such right or such compliance or performance has been specifically waived in writing.

(2) Waiver of a breach of this Agreement shall not be a waiver of any other breach, whether similar to or different from that waived. Neither the granting of the Franchise, nor any provision herein, nor any action by the City hereunder shall constitute a waiver of or a bar to the exercise of any governmental right or power of the City, including without limitation the right of eminent domain.

(l) *No Recourse:* The Franchisee shall have no recourse against the City or its officials, boards, commissions, agents or employees for any loss, cost, expense, claim, liability or damage arising out of any action or decision undertaken or not undertaken by Franchisee pursuant to the Franchise, this Franchise Agreement or the Cable Ordinance.

(m) *Amendment of Franchise Agreement:* The City shall liberally amend this Franchise Agreement upon the application of the Franchisee whenever necessary to enable the Franchisee to take advantage of developments in the field of telecommunications which, in the City's opinion, will afford the Franchisee an opportunity to serve its Subscribers more efficiently, effectively and economically. Such amendments shall be subject to such mutually acceptable conditions as the City determines are appropriate to protect the public interest.

3. Regulation and Oversight.

(a) *Severability:* In the event that a court or agency of competent jurisdiction declares that any nonmaterial provision of this Franchise Agreement is unenforceable according to its terms or is otherwise void, said provision shall be considered a separate, distinct and independent part of this Agreement, and such declaration shall not affect the validity or enforceability of any other provision of this Agreement.

(b) *Preemption:* In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Agreement, then the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule, or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City or the Franchisee, and any amendments to this Agreement negotiated

pursuant to subsection (a) as a result of such provision initially being preempted shall no longer be of any force or effect.

4. Provision of Cable Service.

The Franchisee shall make Cable Service available to any occupant of a residential or commercial structure who requests such service, including occupants of multiple dwelling unit buildings, except that (i) Franchisee shall not be required to provide service to any structure to which it cannot obtain lawful access, and (ii) Franchisee may deny service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or harassment or abuse of its employees or agents.

5. System Facilities, Equipment and Services.

(a) *System Characteristics:* The Franchisee's Cable System shall meet or exceed the following requirements:

- (1) The System shall be designed with an initial analog and digital passband of 50-750 MHz.
- (2) The System shall be designed to be an active two-way plant providing for subscriber interaction as required for selection and use of Cable Service.
- (3) The System shall comply with regulations of the FCC regarding the compatibility between cable service and consumer receiving, recording and related equipment.
- (4) The Cable System shall be designed, built and operated in a manner such that it is in compliance with FCC standards and requirements with respect to interference. The Cable System shall be operated in such a manner as to minimize interference with the reception of off-the-air signals by a Subscriber. The Franchisee shall insure that signals carried by the Cable System, or originating outside the Cable System wires, cable, fibers, electronics and facilities, do not ingress or egress into or out of the Cable System in excess of FCC standards. In

particular, the Franchisee shall not operate the Cable System in such a manner as to pose unwarranted interference with emergency radio services, aeronautical navigational frequencies or any airborne navigational reception in normal flight patterns, or any other type of wireless communications, pursuant to FCC regulations.

(6) The System shall be of a design that will permit additional improvements necessary for reliable service throughout the Franchise Term. The System shall be constructed and maintained using equipment, techniques and standards generally used in reliable, modern systems.

(7) The System shall include facilities and equipment as necessary to maintain, operate, and evaluate the Cable System to comply with any applicable FCC technical standards, as such standards may be amended from time to time.

(8) All facilities and equipment shall be designed to be capable of continuous twenty-four (24) hour daily operation in accordance with applicable FCC standards.

(9) All facilities and equipment shall be designed, built and operated in such a manner as to protect the safety of the Cable System workers and the public.

(10) The System shall include all facilities and equipment required to properly test the Cable System and conduct an ongoing and active program of preventive maintenance and quality control and to be able to quickly respond to customer complaints and resolve system problems.

(11) The System shall include facilities and equipment at the headend that shall allow the Franchisee to transmit or cablecast signals in substantially the form received, without substantial alteration or deterioration, and shall comply with all FCC rules that apply to signal carriage, such as the closed captioning rules.

(12) The Cable System shall comply with applicable sections of the following standards and regulations:

(A) Occupational Safety and Health Administration (OSHA) Safety and Health Standards;

(B) National Electrical Code;

(C) National Electrical Safety Code (NESC);

(D) Obstruction Marking and Lighting, AC 70/7460 i.e., Federal Aviation Administration; and

(E) Constructing, Marking and Lighting of Antenna Structures, Federal Communications Commission Rules, Part 17.

(b) *Institutional Network:* The parties have agreed to the terms of a Fiber Use Agreement (the "Fiber Agreement"), pursuant to which the Franchisee grants the City the continuing right to use the I-Net. The Franchisee acknowledges that the parties have entered into the Fiber Agreement in lieu of agreeing on terms under which the Franchisee would construct and maintain I-Net facilities to meet the City's needs as part of this Franchise Agreement.

(c) *Full Cable Service to Certain Facilities:* Upon the request of the City, the Franchisee shall provide one standard installation, at no cost to the City, and shall provide the Franchisee's Basic Service tier to each school and other educational facility, and each facility occupied by a City office or agency, including, without limitation, City-owned and City-leased residential facilities within the Franchise Area as shall be designated by the City from time to time. Installation at new sites shall be completed within ninety (90) days of a request from the City, unless a line extension is required. There shall be no charge to the City or the entity or agency receiving such service for the cost of service or the cost of installation, except that if the Franchisee provides service to more than one outlet at a City-owned or City-leased residential facility, the City shall be responsible for paying the cost of service to the additional outlet or outlets. The list of all sites entitled to free or discounted service as of the Effective Date appears at Exhibit A.

(d) *Proof of Performance Tests:*

(1) The Cable System shall meet or exceed the applicable technical standards set forth in 47 C.F.R. § 76.601, and any successor standards. The Cable System shall also comply with any future technical standards addressing performance requirements and testing applicable to transmissions of digital signals. The Franchisee shall perform all tests necessary to demonstrate compliance with the requirements of the Franchise, and to ensure that the Cable System components are operating as required. All tests shall be conducted in accordance with federal rules and any applicable United States National Cable Television Association's Recommended Practices for measurement and testing.

(2) The Franchisee shall conduct proof of performance tests, in the manner and with the frequency required by the FCC, and, as part of the annual report required by Section 9-3-148(c) of the Cable Ordinance, shall provide to the City a written report showing the results of such tests. If the tests reveal that the Franchisee is not in compliance with any applicable requirement, the Franchisee shall promptly take whatever steps are necessary to achieve compliance. No later than ten days following completion of the tests which revealed non-compliance, the Franchisee shall conduct additional proof of performance tests to determine whether it has corrected its non-compliance; provided, that the City may extend this ten-day requirement as it deems necessary.

(3) The Franchisee shall conduct testing of the Cable System or a segment thereof, upon request of the City, when Subscriber or User complaints indicate tests are warranted.

(4) The Franchisee shall provide the City with copies of written reports on all proof of performance tests performed pursuant to this Section 5(d) as part of its Annual Report.

(5) If any test indicates that any part or component of the Cable System fails to meet applicable requirements, the Franchisee, without requirement of additional notice or request from the City, shall take corrective action, retest the locations and advise the City of the action taken and results achieved, and supply the City with a copy of the results within thirty days from the date corrective action was completed.

(e) *Programming Information:* The Franchisee shall, as required by applicable law, advise all Subscribers in advance of its programming channel lineups and any changes to those channel lineups. The Franchisee shall provide programming information, including without limitation channel line-ups, in print, in electronic program guide format or in menu-driven format, either through its agents, by reliance on adequate schedules available through guides in the community or through other media, in its discretion, which programming information shall be sufficient to enable each Subscriber to locate and select any programs made available to that Subscriber by the Franchisee. The Franchisee shall provide copies of such programming information to the City upon request.

(f) *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems and open video systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods. Any such interconnection is subject to the Franchisee and other operator reaching a mutually agreeable interconnection agreement.

(g) *Standby Power:* The Franchisee shall provide standby power generating capacity at the headend and at all nodes. The power supplies serving the distribution plant shall be capable of providing power to the Cable System for not less than four (4) hours, at 70 degrees Fahrenheit, according to manufacturer specifications in the event of an electrical outage. Such

standby power supplies shall cut in automatically on failure of commercial utility AC power, revert automatically to commercial power when it is restored, and prevent the standby power source from powering a "dead" utility line. The Franchisee shall also maintain motorized standby power generators capable of at least twenty-four (24) hours duration at the headend and all nodes, with automatic response systems to alert the Local Management Center when commercial power is interrupted. The headend generator shall be tested once per week.

(h) *Emergency Alert System:* In addition to its obligations under the Cable Ordinance, Franchisee shall comply with the Emergency Alert System requirements of the FCC. This EAS shall at all times be operated in compliance with FCC requirements in order that emergency messages may be distributed over the System. In the event of a state or local civil emergency, the EAS shall be activated by equipment or other acceptable means as set forth in the Virginia State EAS Plan.

(i) *Leased Access Channels:* The Franchisee shall provide leased access channels as required by federal law.

(j) *Parental Control:* The Franchisee shall provide adequate security provisions in its Subscriber site equipment to permit parental control over the use of Cable Services on the System. Such equipment will at a minimum offer as an option that a Person ordering programming must provide a personal identification number or other means provided by the Franchisee only to a Subscriber. Provided, however, that the Franchisee shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls.

(k) *Local Office:* During the Initial Term, the Franchisee shall maintain an office in the City for the purpose of performing all of the functions specified in Section 9-3-167 of the

Cable Ordinance; such office shall be staffed and equipped in order to effectively perform such functions.

6. Channels and Facilities for Public, Educational and Governmental Access Use of System.

(a) Access Channels:

(1) In order to ensure universal availability of public, educational and government programming, Franchisee shall provide five (5) Channels on the Basic Service Tier. The Access Channels shall be designated as follows: one (1) dedicated Public Access Channel, two (2) Educational Access Channels dedicated to higher education, one (1) Educational Access Channel dedicated to the Alexandria Public Schools, and one (1) dedicated Government Access Channel (collectively, "PEG Channels"). The Franchisee will provide downstream transmission of such Access Channels on its Cable System at no charge to the City or other PEG access programmers.

(2) In addition to the channels for PEG access programming specified in subsection 6(a)(1), the City may require the Franchisee to make available up to a maximum of four (4) total additional channels, for PEG access programming, whenever any channel set aside for such programming, on average over a ten week period, meets the following conditions:

(A) the channel shows at least 28 hours per week during prime time of locally-sponsored, noncommercial, first-run programming; and

(B) the channel shows at least 50 hours per week of locally-sponsored noncommercial programming of any kind.

(3) For purposes of this subsection 6(a), "prime time" shall mean 6 p.m. to 11 p.m. for all channels provided pursuant to subsection (a)(1) or subsection (a)(6), except governmental access channels for which "prime time" shall mean 7 p.m. to 12 p.m.

(4) For purposes of this subsection 6(a), "first-run programming" means programming that has been shown no more than three times previously in the City.

(5) The Franchisee shall make any additional channel required by the City under subsection 6(a)(2) or subsection (a)(6) available within six (6) months of the City's determination to require it.

(6) All PEG Access Channels required by subsection 6(a)(1) shall be provided as part of the Franchisee's basic cable service, as that term is defined in 47 U.S.C. § 522, unless the City determines otherwise.

(7) Each PEG Access Channel carried as part of an analog service shall consist of a band of frequencies that is capable of carrying one standard National Television Standards Committee ("NTSC") analog television signal. Each PEG Access Channel carried as part of a digital service shall consist of the system capacity required to provide the transmission of a video signal, with accompanying audio, that is in digital format and capable of producing sound and picture of NTSC quality or better based on the standard compression technology then in use in the System.

(8) If the Franchisee chooses to eliminate its analog programming service, the Franchisee shall give each entity that manages a PEG Access Channel at least ninety (90) days notice before ceasing to provide programming in analog format.

(9) The PEG Access Channels shall be carried on the channel numbers assigned to them in Exhibit B. If the Franchisee decides to change the channel designation for any of the PEG Access Channels, it must provide thirty (30) days prior written notice to the City, and shall reimburse the City, and/or PEG users for all reasonable costs incurred by the City or other PEG users, including, but not limited to, technical costs, logo modifications, stationery, promotion, and advertising.

(10) Franchisee shall not interfere with the ability of competing cable operators or other providers of multichannel video programming designated by the City (the

"Competing Operators") to obtain the content of any of the programming on the PEG Channels. Franchisee shall not object to the installation of equipment at such origination points for the PEG Access Channel signals as may designated by the City for the purpose of obtaining access to the PEG Access Channel signals and transporting such signals to their subscribers by means of their own facilities, nor shall Franchisee object to the transmission of the PEG Access Channel signals by Competing Operators. Franchisee shall reasonably cooperate with the City and the Competing Operators with respect to the installation of any equipment needed for the Competing Operators to obtain access to PEG programming, and shall reasonably cooperate with the City and the Competing Operators to determine the cause of any interruption or degradation of the signal output by such equipment. In the event that a Competing Operator connects to the Franchisee's Cable System in order to obtain said PEG programming, it shall do so only after reaching a written interconnection agreement with the Franchisee.

(11) The PEG Access Channels shall be carried on the Basic Service tier in compliance with all applicable FCC rules. All PEG Access Channels shall meet FCC technical standards commensurate with those which apply to the Cable System's commercial channels; provided that the Franchisee shall not be responsible for the production quality of PEG access programming. In addition, in the event the City desires to implement additional functionality on one or more of the PEG Access Channels comparable to additional functionality available on any other channel on the Basic Service tier, the Franchisee shall cooperate with the City to make such functionality available, provided that implementation of such functionality does not require the use of additional capacity on the System, or impose any out-of-pocket cost on Franchisee.

(b) *Capital Grants for Access Equipment and Facilities:*

(1) No later than thirty (30) days after the Effective Date, the Franchisee shall provide an initial capital grant to the City of \$150,000 (the "Initial Capital Grant") to be used by the City, in its sole discretion, for PEG capital purposes, including, without limitation, for the purchase of PEG access equipment (including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment), and for the renovation of facilities used in or related to PEG programming. The Initial Capital Grant shall be deemed a prepayment of a portion of the Recurring PEG Capital Grant required by Section 6(b)(2), and the amount of the Initial Capital grant shall be deducted from the first payment of the Recurring PEG Capital Grant.

(2) The Franchisee shall provide to the City a recurring grant in the amount of three percent (3%) of the Franchisee's annual Gross Revenues (the "Recurring PEG Capital Grant"). The Recurring PEG Capital Grant shall be paid on a quarterly basis, beginning on the first day of the first full calendar quarter after the Effective Date. The Recurring PEG Capital Grant may be used for by the City, in its sole discretion, for PEG capital purposes, including, without limitation, for the purchase of PEG access equipment (including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment), for the renovation of facilities used in or related to PEG programming, PEG-related facilities renovation and/or for use of the Institutional Network (including, but not limited to, equipment, capacity, computers, dark fiber, and other similar expenses).

(c) *Return Feed From Facilities:* The Franchisee shall provide all necessary technical equipment and support to provide a high-quality return feed of cable signals from all Current and Future PEG Origination Facilities identified in Exhibit C to the Cable System headend and a feed of all PEG Access Channels dedicated under Section 6(a) to such facilities. The Franchisee shall design, build, and maintain all PEG upstream feeds, interconnection, and distribution facilities so that such feeds function as reliably as the Franchisee's Cable System in the City as a whole. Should the City believe the PEG facilities are functioning

improperly, it may request special tests pursuant to Section 5(d)(3) hereof. Franchisee shall own, maintain, repair and/or replace any Franchisee-owned head end or hub-site audio and/or video signal processing equipment. The City and or any Person responsible for programming an Access Channel ("Access Provider") shall own, maintain, repair and/or replace studio and/or portable modulators and demodulators. The demarcation point between Franchisee's equipment and the City's or an Access Provider's equipment shall be at the output of the City's and/or the Access Provider's modulator(s) at any of the origination locations in Exhibit C.

(d) *Management of Channels:* The City may designate one (1) or more entities, including a non-profit access management corporation, to manage the use of all or part of the Institutional Network, and any or all of the PEG Access Channels.

(e) *Access and Program Support:* For a period of twelve (12) months after the Effective Date (the "Transition Period"), the Franchisee shall continue to provide support for the City's Government Access Channel and the Community Channel (which shall appear on the Public Access Channel during the Transition Period), as provided under the Prior Franchise, and as more specifically described in subsections (f) and (g) below. In addition, during the Transition Period, the Franchisee shall cooperate with the City in developing a training program for City staff and other individuals who will be designated to assume responsibilities previously fulfilled by the Franchisee or its contractors, and Franchisee shall provide all personnel and facilities needed to conduct such training.

(f) During the Transition Period, the Franchisee shall make available sufficient staff to provide to interested members of the public and City staff training in the use of governmental, educational and Local Origination Programming access equipment and assistance in the production of such programming, to provide community education and outreach, to maintain all such access equipment, to provide for the check-in and check-out of such access equipment, to schedule the use of the Franchisee's facilities by persons other than employees of the Franchisee

producing Local Origination Programming, and to perform related matters, up to a maximum staff requirement of one full-time equivalent staff person. In addition, during the Transition Period the Franchise shall produce up to six (6) thirty-minute programs for the City, at the City's request. In the event the City requires the provision of one or more public access and use channels pursuant to Section 6(a)(6), the provisions of this subsection (f) shall apply to such channels.

(g) *Governmental Programming Services:* During the Transition Period, the Franchisee shall, at its sole cost and expense, and at the City's request, provide at least the following services to be distributed on the Governmental access channel; provided that, absent a substantial need, the City may require the Franchisee to provide live coverage of only one of the following events at a time and will, upon the Franchisee's request, identify which such event shall be covered in case of a conflict:

(1) Live coverage of all City Council meetings (including Council work sessions conducted at City Hall) and all Council public hearings, including closed captioning for up to four (4) such meetings or hearings a year as specified by the City;

(2) Live coverage of all Planning Commission, Board of Zoning Appeals, and both panels of the Board of Architectural Review public hearings conducted at City Hall;

(3) Live coverage of the T.C. Williams High School graduation; and

(4) Live coverage of all School Board meetings and public hearings.

(h) *Costs and Payments Not Franchise Fees:* The parties agree that any costs to the Franchisee associated with the provision of support for public, educational or governmental access pursuant to this Franchise Agreement, and any payments made to the City under, pursuant to or outside of this Agreement, do not constitute and are not part of a franchise fee, and fall within one or more of the exceptions to 47 U.S.C. § 542.

(i) *Editorial Control:* Except as expressly permitted by federal law, the Franchisee shall not exercise any editorial control over the content of programming on the PEG

Channels (except for such programming as the Franchisee may cablecast on such PEG Channels).

(j) *Post-Transition Period:* At the end of the Transition Period, the Franchisee shall have no further responsibility for the provisions of Sections 6(e) through (g) that include but are not limited to staffing, outreach, access to equipment, training, scheduling or production of PEG Access or Local Origination programming, and/or the coverage of meetings or other live events.

7. Franchise Fee.

(a) *Communications Tax:* The Franchisee shall comply with the provisions of Section 58.1-645 *et seq.* of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended (the "Communications Tax"), and Sections 7(b) through 7(f) of this Agreement shall not have any effect, for so long as the Communications Tax or a successor state or local tax that would constitute a franchise fee for purposes of 47 U.S.C. § 641, as amended, is imposed on the sale of cable services by the Franchisee to subscribers in the City.

(b) *Payment of Franchise Fee to City:* In the event that the Communications Tax is repealed and no successor state or local tax is enacted that would constitute a franchise fee for purposes of 47 U.S.C. § 641, as amended, Franchisee shall pay to the City a Franchise fee of five percent (5%) of annual Gross Revenue, beginning on the effective date of the repeal of such tax (the "Repeal Date"). Beginning on the Repeal Date, the terms of Section 7(b) through 7(f) of this Agreement shall take effect. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than thirty (30) days following

the end of each calendar quarter. Should Franchisee submit an incorrect amount, Franchisee shall be allowed to add or subtract that amount in a subsequent quarter, but no later than ninety (90) days following the close of the calendar year for which such amounts were applicable; such correction shall be documented in the supporting information required under Section 7(c).

(c) *Supporting Information:* Each Franchise fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation, and a breakdown by major revenue categories (such as Basic Service, premium service, etc.). The City shall have the right to reasonably request further supporting information for each Franchise fee payment.

(d) *Limitation on Franchise Fee Actions:* The period of limitation for recovery of any Franchise fee payable hereunder shall be five (5) years from the date on which payment by Franchisee is due.

(e) *Bundled Services:* This Section 7(e) shall only apply if state or federal law does not otherwise address the computation of franchise fees or gross revenues in connection with the provision of Cable Service as part of a bundle or package with any non-Cable Service. If the Franchisee bundles Cable Service with non-Cable Service, the Franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading the Franchise fee payments under this Agreement. In the event that the Franchisee or any Affiliate shall bundle, tie, or combine Cable Services (which are subject to the franchise fee) with non-Cable Services (which are not subject to the franchise fee), so that subscribers pay a single fee for more than one class of service or receive a discount on Cable Services, a *pro rata* share of the revenue received for the bundled, tied, or combined services shall, to the extent reasonable, be allocated to gross revenues for purposes of computing the franchise fee. To the extent there are published charges

and it is reasonable, the *pro rata* share shall be computed on the basis of the published charge for each of the bundled, tied, or combined services, when purchased separately. However, the parties agree that tariffed telecommunications services that cannot be discounted under state or federal law or regulations are excluded from the bundled allocation obligations in this section.

(f) *Audit:*

(1) No more frequently than once every twenty-four (24) months, the City, or such Person or Persons designated by the City, shall have the right to inspect and copy records, subject to the City or its agent entering into a mutually acceptable nondisclosure agreement with the Franchisee substantially in the form attached as Exhibit D, and the right to audit and to recompute any amounts determined to be payable under this Franchise. If an audit discloses an overpayment or underpayment of franchise fees, the City shall notify the Franchisee of such overpayment or underpayment within ninety (90) days of the date the audit was completed. The City shall provide the Franchisee with at least thirty (30) days notice before commencing an audit and, in consultation with the Franchisee, shall determine the completion date for any audit conducted hereunder. Audit completion is not to be unreasonably delayed by either party. The Franchisee shall be responsible for providing all documents and information reasonably necessary for the audit to be completed, and the Franchisee shall not refuse to provide documents or information on the grounds that they are in the possession of or access is controlled by another entity.

(2) The Franchisee shall be responsible for providing to the City all records necessary to confirm the accurate payment of franchise fees. The Franchisee shall maintain such records for five (5) years. The City's audit expenses shall be borne by the City unless the audit determines the payment to the City should be increased by more than five

percent (5%) in the audited period, in which case the reasonable costs of the audit, up to a maximum of \$10,000, shall be paid by the Franchisee to the City within thirty (30) days following written notice to the Franchisee by the City of the underpayment, which notice shall include a copy of the audit report. If recomputation results in additional revenue to be paid by Franchisee to the City, such amount shall be subject to an interest charge of the Prime rate. If the audit determines that there has been an overpayment by the Franchisee, the Franchisee may credit any overpayment against its next quarterly payment; and, the City shall waive the interest charge on any past due amounts that were a result of such overpayment by the Franchisee. The auditor shall not be compensated on a success based formula, e.g., payment based on a percentage of any underpayment, if any.

(3) Upon the completion of any such audit by the City, the City shall provide to the Franchisee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Franchisee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the City by the Franchisee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

(4) Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the City by the Franchisee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Franchisee, the City shall have no further rights to audit or challenge the payment for that period. The City shall bear the expense of its audit of the Franchisee's books and records.

(5) The audit provisions set forth in this subsection shall similarly apply to the Recurring PEG Grant payments specified in subsection 6(b) of this Franchise Agreement.

8. Performance Guarantees and Remedies.

(a) *Enforcement:* Subject to applicable federal and state law and the terms and conditions of this Agreement, the City may apply one or a combination of the following remedies if the City determines that the Franchisee is in default of any provision of the Franchise:

(1) Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

(2) Commence an action at law for monetary damages or seek other equitable relief; or

(3) In the case of a substantial material default of a material provision of the Franchise, seek to revoke the Franchise in accordance with the Cable Ordinance;

(4) Assess and collect liquidated damages in accordance with Section 8(d); or,

(5) Apply any other remedy provided for in this Agreement or applicable federal, state or local laws.

(c) *Letter of Credit:* Prior to the Effective Date, to ensure the performance of its obligations under this Franchise, the Franchisee shall establish a security fund in the form of a letter of credit for the City in the amount of one hundred fifty thousand dollars (\$150,000). Recovery under the letter of credit shall be in accordance with the procedures set forth in Section 8(e). If at the time of recovery under the letter of credit by the City, the amounts available are insufficient to provide the total payment towards which the withdrawal is directed, the balance of such payment shall continue as the obligation of the Franchisee to the City until it is paid. Within thirty (30) days of being notified that any amount has been recovered by the City, the Franchisee shall restore the letter of credit to the total amount specified above. This letter of credit shall satisfy the requirements of Sections 9-3-253 and 9-3-254 of the Alexandria Cable Communications Code.

(d) *Liquidated Damages:* Because the Franchisee's failure to comply with provisions of the Franchise and this Franchise Agreement will result in injury to the City, and because it may be difficult to estimate the extent of such injury, the City and the Franchisee agree that liquidated damages will be assessable against the Franchisee for certain violations of the Franchise and of this Agreement, and that such liquidated damages may be drawn from the Letter of Credit up to the limits specified below. Such amounts represent both parties' best estimate of the damages resulting from the specified violation. The parties agree that the liquidated damages specified herein are reasonable and do not constitute a penalty or a fine. On an annual basis from the Effective Date of the Franchise, liquidated damages in total will not exceed thirty thousand dollars (\$30,000) (the "Liquidated Damages Cap").

(1) For failure to comply with requirements for PEG use of the System:
\$250/day for each violation for each day the violation continues;

(2) For failure to supply information, reports, or filings required by the City pursuant to this Agreement or applicable law: \$200/day for each violation for each day the violation continues;

(3) For failure to comply, within ten (10) days, with the customer service standards in the Cable Ordinance governing customer complaints, when such failure is reported by the customer to the City and referred to the Franchisee by the City: \$250 per day for each day the violation continues;

(4) For violation of applicable technical standards established by the FCC: \$250 per day for each for each day the violation continues;

(5) For violation of any or all of the quarterly customer service standards: \$1000 for the first violation; \$2500 for any violation within 12 months after the first violation; and, \$5000 for any violation within 12 months after the second or any subsequent violation;

(6) For failure to file, obtain, maintain or replenish the security fund in a timely fashion: \$250 per day for each day the violation continues; and

(7) For any other material violation of the Franchise or this Agreement for which actual damages may not be ascertainable: \$200/day for each violation for each day the violation continues.

(e) *Withdrawal Procedures:*

(1) In the event that the City has reason to believe that Franchisee has defaulted in the performance of any or several provisions of this Franchise Agreement, except as excused by force majeure, and the City believes that the assessment of liquidated damages is a suitable remedy for such default, the City shall notify Franchisee in writing, by certified mail, of the provision or provisions of which the City believes Franchisee may have been in default and the details relating thereto. Upon receipt of such notice, the following shall apply:

(A) Franchisee shall have ten (10) business days from the receipt of such notice to respond to the City in writing, contesting the City's assertion of default and providing such information or documentation as may be necessary to support Franchisee's position, or informing the City that it intends to cure the alleged default; and

(B) If Franchisee intends to cure the default, it shall do so within thirty (30) days of receipt of the City's notice and provide written evidence of the same or, in the event that by nature of the default such default cannot be cured within such thirty (30) day period, take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Franchisee shall report to the City, in writing, by certified mail, at reasonable intervals as to Franchisee's efforts, with the intervals to depend on the nature of the default and the time needed to cure, indicating the steps taken by Franchisee to cure said default and reporting Franchisee's progress until such default is cured.

(2) In the event that (A) Franchisee fails to respond to such notice of default, and/or (B) Franchisee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the City Manager or the City Manager's designee shall promptly schedule a hearing on the matter no sooner than fourteen (14) days after written notice, by certified mail, to Franchisee. Franchisee shall be provided reasonable opportunity to present its position and be heard at such hearing.

(3) Within thirty (30) days after said hearing the City shall issue a written determination of its findings. In the event that the City determines that Franchisee is in such default, the City may, in its discretion, assess liquidated damages by drawing upon the letter of credit, for an amount

calculated based on the liquidated damages amounts specified in Section 8(d). Liquidated damages shall be assessed beginning with the date on which the City sent the initial notice of default, through the date on which the default is cured.

(4) Nothing in this Section 8(e) shall prevent the City from pursuing any lawful remedy available to it with respect to any default or breach for which the City determines that liquidated damages are not an appropriate remedy.

9. Transfer of Franchise.

No transfer of the Franchise shall occur without the prior consent of the City Council, which consent shall not be unreasonably withheld, delayed or conditioned. For purposes of this provision, and irrespective of any statutory definition to the contrary, the term "transfer" shall mean any transaction in which: (1) any ownership or other right, title, or interest of more than twenty percent (20%) in the Franchisee or the Cable System is transferred, sold, assigned, leased, sublet, or mortgaged, directly or indirectly, in whole or in part; or (2) there is any change, acquisition, or transfer of control of the Franchisee; or (3) the Franchise or any of the rights and/or obligations held by the Franchisee under the Franchise are transferred, directly or indirectly, to another party. "Control" for purposes of this Section means the legal or practical ability to exert actual working control over the affairs of the Franchisee, either directly or indirectly, whether by contractual agreement, majority ownership interest, any lesser ownership interest, or in any other manner. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of Franchisee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation or its successor.

10. Miscellaneous Provisions.

(a) *Governing Law:* This Franchise Agreement shall be governed in all respects by the law of the Commonwealth of Virginia.

(b) *Notices:* Unless otherwise expressly stated herein, notices required under this Franchise Agreement shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party, but each party may only designate one entity to receive notice.

(1) Notices to the Franchisee shall be mailed to:

Comcast of Virginia, Inc.
2707 Wilson Blvd.
Arlington, VA 22201
Attention: Government Affairs Department

With copies to:

Comcast Cable
1301 McCormick Drive, 4th Floor
Largo, MD 20774
Attention: Government Affairs Department

And to:

Comcast Cable Northeast Division
676 Island Pond Rd.
Manchester, NH 03109
Attention: Government Affairs Department

(2) Notices to the City shall be mailed to:

Alexandria City Hall
Attention: City Manager
301 King Street
Alexandria, Virginia 22314

With a copy to:

Alexandria City Hall
Attention: City Attorney
301 King Street
Alexandria, Virginia 22314

(c) *Time of Essence; Maintenance of Records of Essence:* In determining whether the Franchisee has substantially complied with the Cable Ordinance or this Franchise Agreement, the parties agree that time is of the essence with respect to the performance of Franchisee's obligations. As a result, the Franchisee's failure to complete performance of any obligation imposed by the Cable Ordinance or this Agreement in a timely manner shall constitute a material breach of this Agreement. The maintenance of records and provision of reports in accordance with the Ordinance and this Agreement is also of the essence of this Agreement.

(d) *Captions:* The captions and headings of this Agreement are for convenience and reference purposes only, and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

(e) *Franchisee's Records:* The Franchisee represents and warrants that its current electronic recordkeeping system provides the Franchisee with sufficient information to allow the Franchisee to provide all the information pertaining to outages, service degradations, customer complaints, and service calls required by Section 9-3-148 of the Cable Ordinance.

AGREED TO THIS 25th DAY OF October, 2011.

CITY OF ALEXANDRIA, a municipal
corporation of Virginia

By: 
City Manager

ATTEST:


City Clerk

APPROVED AS TO FORM:



City Attorney

COMCAST OF VIRGINIA, INC., a Colorado
corporation

By: 
[title] SENIOR V.P.

_____, 2011

EXHIBIT A

COURTESY CABLE SERVICE TO PUBLIC BUILDINGS

City Government Site

ALEXCITY REDEVELOPMENT	600	N FAIRFAX ST ALEXANDRIA, VA 22314
BUREAU INVESTIGATION	2034 STE B110	EISENHOWER AVE ALEXANDRIA, VA 22314
CASEY HEALTH CENTER	1200	N HOWARD ST ALEXANDRIA, VA 22304
CHARLES H. RECREATION	901	WYTHE ST ALEXANDRIA, VA 22314
CHF CORL POLICE DEPT	2034 STE B107	EISENHOWER AVE ALEXANDRIA, VA 22314
CHIEF OF POLICE CITY	2034 STE B108	EISENHOWER AVE ALEXANDRIA, VA 22314
CHIEFS CONF ROOM	2034 STE B104	EISENHOWER AVE ALEXANDRIA, VA 22314
CHIEFS WORKRM CONF	2034 STE B146	EISENHOWER AVE ALEXANDRIA, VA 22314
CITY ATTORNEY	301 RM 1300	KING ST ALEXANDRIA, VA 22314
CITY CHINQUAPIN	3210	KING ST ALEXANDRIA, VA 22302
CITY DEPT OF TRANS	2900	BUSINESS CNTR D ALEXANDRIA, VA 22314
CITY MANAGER	301 RM 3500	KING ST ALEXANDRIA, VA 22314
CITY MENTAL HEALTH	5801 APT 202	QUANTRELL AVE ALEXANDRIA, VA 22312
CITY MENTAL HEALTH	5851 APT 410	QUANTRELL AVE ALEXANDRIA, VA 22312
CITY MENTAL HEALTH	51 APT 201	SKYHILL RD ALEXANDRIA, VA 22314
CITY MENTAL HEALTH	610 APT 304	NOTABENE DR ALEXANDRIA, VA 22305
CITY MENTAL HEALTH	3105	COLVIN ST ALEXANDRIA, VA 22314
CITY MENTAL HEALTH	301 APT 205	N BEAUREGARD ST ALEXANDRIA, VA 22312
CITY MENTAL HEALTH	610	NOTABENE DR ALEXANDRIA, VA 22305
CITY MENTAL HEALTH	803 APT 360	N HOWARD ST ALEXANDRIA, VA 22304
CITY MENTAL HEALTH	805 APT 140	N HOWARD ST ALEXANDRIA, VA 22304
CITY MENTAL HEALTH	1639	KENWOOD AVE ALEXANDRIA, VA 22302
CITY MENTAL HEALTH	1758	DOGWOOD DR ALEXANDRIA, VA 22302
CITY MENTAL HEALTH	2802 APT 2	DARTMOUTH RD ALEXANDRIA, VA 22314
CITY MENTAL HEALTH	5250 APT 607	VALLEY FORGE DR ALEXANDRIA, VA 22304
CITY MENTAL HEALTH	5300 APT 516	HOLMES RUN PKWY ALEXANDRIA, VA 22304
CITY MENTAL HEALTH	5911 APT 111	EDSALL RD ALEXANDRIA, VA 22304

CITY MENTAL HEALTH	5911 APT 413 EDSALL RD ALEXANDRIA, VA 22304
CITY MENTAL HEALTH	6240 APT 402 EDSALL RD ALEXANDRIA, VA 22312
CITY MENTAL HEALTH	211 ASPEN ST ALEXANDRIA, VA 22305
CITY MENTAL HEALTH	417 E BELLEFONTE AVE ALEXANDRIA, VA 22301
CITY MENTAL HEALTH	422 APT 304 N ARMISTEAD ST ALEXANDRIA, VA 22312
CITY MENTAL HEALTH	424 APT T1 N ARMISTEAD ST ALEXANDRIA, VA 22312
CITY MENTAL HEALTH	479 APT 102 N ARMISTEAD ST ALEXANDRIA, VA 22312
CITY MENTAL HEALTH	525 APT 102 N ARMISTEAD ST ALEXANDRIA, VA 22312
CITY MENTAL HEALTH	610 APT 203 NOTABENE DR ALEXANDRIA, VA 22305
CITY MENTAL HEALTH	716 FOUR MILE RD ALEXANDRIA, VA 22305
CITY MENTAL HEALTH	718 FOUR MILE RD ALEXANDRIA, VA 22305
CITY MENTAL HEALTH	726 APT G1 S FAYETTE ST ALEXANDRIA, VA 22314
CITY MENTAL HEALTH	726 APT G2 S FAYETTE ST ALEXANDRIA, VA 22314
CITY MENTAL HEALTH	1114 N HOWARD ST ALEXANDRIA, VA 22304
CITY MENTAL HEALTH	1521 DOGWOOD DR ALEXANDRIA, VA 22302
CITY MENTAL HEALTH	2500 APT 127 N VAN DORN ST ALEXANDRIA, VA 22302
CITY MENTAL HEALTH	2500 APT 328 N VAN DORN ST ALEXANDRIA, VA 22302
CITY MENTAL HEALTH	3305 APT B COMMONWEALTH AV ALEXANDRIA, VA 22305
CITY MENTAL HEALTH	4525 PEACOCK AVE ALEXANDRIA, VA 22304
CITY MENTAL HEALTH	4547 SEMINARY RD ALEXANDRIA, VA 22304
CITY MENTAL HEALTH	6230 APT 101 EDSALL RD ALEXANDRIA, VA 22312
CITY MENTAL HEALTH	610 APT 101 NOTABENE DR ALEXANDRIA, VA 22305
CITY MENTAL HEALTH	610 APT 102 NOTABENE DR ALEXANDRIA, VA 22305
CITY MENTAL HEALTH	610 APT 201 NOTABENE DR ALEXANDRIA, VA 22305
CITY MENTAL HEALTH	610 APT 202 NOTABENE DR ALEXANDRIA, VA 22305
CITY MENTAL HEALTH	610 APT 301 NOTABENE DR ALEXANDRIA, VA 22305
CITY MENTAL HEALTH	610 APT 302 NOTABENE DR ALEXANDRIA, VA 22305
CITY MENTAL HEALTH	610 APT 303 NOTABENE DR ALEXANDRIA, VA 22305
CITY MENTAL HEALTH	610 APT 204 NOTABENE DR ALEXANDRIA, VA 22305
CITY MENTAL HEALTH	633 N COLUMBUS ST ALEXANDRIA, VA 22314

CITY OF ALEXANDRIA IT	123 STE 250 N PITT ST ALEXANDRIA, VA 22314
CITY OFFICE OF WOMEN	UNDISCLOSED
CITY PRESS ROOM	301 RM 2FLR KING ST ALEXANDRIA, VA 22314
CODE ENFORCEMENT	301 RM 4200 KING ST ALEXANDRIA, VA 22314
COMMUNICATIONS DEPT	301 RM 3400 KING ST ALEXANDRIA, VA 22314
CORA KELLEY REC CTR	25 W REED AVE ALEXANDRIA, VA 22305
CTV ADMINISTRATOR	301 RM 1900 KING ST ALEXANDRIA, VA 22314
DEP POLICE DEPT	2034 STE B109 EISENHOWER AVE ALEXANDRIA, VA 22314
DEPTMNT TRANSPORTATIO	3540 WHEELER AVE ALEXANDRIA, VA 22304
DETENTION CENTER	2003 MILL RD ALEXANDRIA, VA 22314
FIRE DEPT	900 SECOND ST ALEXANDRIA, VA 22314
FIRE STATION 201	317 PRINCE ST ALEXANDRIA, VA 22314
FIRE STATION 202	213 E WINDSOR AVE ALEXANDRIA, VA 22301
FIRE STATION 203	2801 CAMERON MILLS ALEXANDRIA, VA 22302
FIRE STATION 204	900 SECOND ST ALEXANDRIA, VA 22314
FIRE STATION 205	1210 CAMERON ST
FIRE STATION 206	4609 SEMINARY RD ALEXANDRIA, VA 22304
FIRE STATION 207	3301 DUKE ST ALEXANDRIA, VA 22314
FIRE STATION 208	175 N PAXTON ST
FIRE STATION 209	2800 MAIN LINE BLVD ALEXANDRIA, VA 22301
FIRE TRAINING CENT	1108 JEFFERSON ST ALEXANDRIA, VA 22314
HUMAN RESOURCES	301 RM 2510 KING ST ALEXANDRIA, VA 22314
HUMAN SERVICES	2525 MT VERNON AVE ALEXANDRIA, VA 22301
JAIL CITY JAIL	2003 STE A MILL RD ALEXANDRIA, VA 22314
JUDGE'S CHAMBERS	520 KING ST, ALEXANDRIA, VA 22314
LEE ADULT CTR	1108 JEFFERSON ST ALEXANDRIA, VA 22314
LEE CENTER	1108 A JEFFERSON ST ALEXANDRIA, VA 22314
MAYOR'S OFFICE	301 RM 2300 KING ST ALEXANDRIA, VA 22314
MGT & BUDGET	301 RM 3600 KING ST ALEXANDRIA, VA 22314
MH/MR/SA CITY OF ALEX	4480 STE 620 KING ST ALEXANDRIA, VA 22302

MH/MR/SA CITY OF ALEX	4480	STE 629	KING ST ALEXANDRIA, VA 22302
OFFICE MGMT & BUDGET	301	RM 3630	KING ST ALEXANDRIA, VA 22314
OFFICE O INTEL CITY OF	2034	STE B118	EISENHOWER AVE ALEXANDRIA, VA 22314
OHS LT POLICE DEPT	2034	STE B120	EISENHOWER AVE ALEXANDRIA, VA 22314
OHS OFF POLICE DEPT	2034	STE B119	EISENHOWER AVE ALEXANDRIA, VA 22314
PIO ASST CTY POLICE DP	2034	STE B141	EISENHOWER AVE ALEXANDRIA, VA 22314
PIO CAPT POLICE DEPT	2034	STE B134	EISENHOWER AVE ALEXANDRIA, VA 22314
POLICE	3600		WHEELER AVE, ALEXANDRIA, VA 22314
POLICE - N	3600		WHEELER AVE, ALEXANDRIA, VA 22314
POLICE CIS ALEXANDRI	2034	STE 201	EISENHOWER AVE ALEXANDRIA, VA 22314
PUBLIC INFO OFFICE	2034	STE B137	EISENHOWER AVE ALEXANDRIA, VA 22314
RANDOLPH GROUP HOME	213 A		E RANDOLPH AVE ALEXANDRIA, VA 22301
REAL ESTATE ALEXANDRIA	301	RM 2600	KING ST ALEXANDRIA, VA 22314
SHERIFF DEPT.	520		KING ST ALEXANDRIA, VA 22314
TNES CONFERENCE RM	301	RM 3200	KING ST ALEXANDRIA, VA 22314
TNES MAINTENANCE	133		S QUAKER LN ALEXANDRIA, VA 22314
TNES-RICH BAIER	301	RM 4100	KING ST ALEXANDRIA, VA 22314
TRANSIT ALEXANDRIA	3000		BUSINESS CNTR D ALEXANDRIA, VA 22314
VOTER REGISTRATION	132		N ROYAL ST ALEXANDRIA, VA 22314

City School Sites

ADAMS SCHOOL	5651		RAYBURN AVE ALEXANDRIA, VA 22311
ADMIN	116		S QUAKER LN, ALEXANDRIA, VA 22314
BARRETT SCHOOL	1115		MARTHA CUSTIS ALEXANDRIA, VA 22302
BURKE	4701		SEMINARY RD
CROUCH SCHOOL	530		S ST ASAPH ST ALEXANDRIA, VA 22314
D MC ART SCHOOL	1101		JANNEYS LN ALEXANDRIA, VA 22302
G.W. SCHOOL	1005		MT VERNON AVE ALEXANDRIA, VA 22301
HAMMOND SCHOOL	4646		SEMINARY RD ALEXANDRIA, VA 22304

HOUSTON SCHOOL	1501	CAMERON ST ALEXANDRIA, VA 22314
HOWARD SCHOOL	3801	W BRADDOCK RD ALEXANDRIA, VA 22302
MASON SCHOOL	2601	CAMERON MILLS ALEXANDRIA, VA 22302
MAURY SCHOOL	600	RUSSELL RD ALEXANDRIA, VA 22301
MT VERNO SCHOOL	2601	COMMONWEALTH AV ALEXANDRIA, VA 22305
PAT. HEN SCHOOL	4643	TANEY AVE ALEXANDRIA, VA 22304
POLK SCHOOL	5000	POLK AVE ALEXANDRIA, VA 22304
RAMSEY SCHOOL	5700	SANGER AVE ALEXANDRIA, VA 22311
SAMUEL W TUCKER SCHOOL	435	FERDINAND DAY ALEXANDRIA, VA 22304
SCHOOL ADMINISTRATIO	2000	N BEAUREGARD ST ALEXANDRIA, VA 22311
SCHOOL CORAKELLY	3600	COMMONWEALTH AV ALEXANDRIA, VA 22305
T.C.W. SCHOOL	3330	KING ST ALEXANDRIA, VA 22302

EXHIBIT B

PEG CHANNEL ASSIGNMENTS

Government Channel - Alexandria City Government Channel - 70
Educational Channel - Alexandria City Public Schools - 71
Higher Education Channel - Northern Virginia Community College - 72
Higher Education Channel - George Mason University - 73
Public Access Channel - Alexandria Community Television - 69

EXHIBIT C

CURRENT AND FUTURE PEG ORIGINATION SITES

Current

Alexandria City Hall – 301 King Street
Alexandria City Public School Board Room – 2000 N. Beauregard Street
T. C. Williams High School – 3330 King Street
Alexandria Community Television – 3900 Wheeler Avenue

Future

West End Fire Station
Alexandria Public Access

EXHIBIT D

FORM OF NONDISCLOSURE AGREEMENT

SAMPLE

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 20__ ("Effective Date"), by and between COMCAST OF VIRGINIA, INC., on behalf of itself and its Affiliates (collectively, the "Company"), and the City of Alexandria, Virginia, (the "City").

WHEREAS, the Company is willing to disclose to the City and the City is willing to receive from the Company, certain "Confidential Information" (as hereinafter defined) of the Company, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing premises and mutual promises set forth below, the City and the Company agree as follows:

1. The purpose of the disclosure hereunder shall be for the City to audit any amounts payable to the City by the Company under the Cable Television Franchise Agreement dated _____ (the "Purpose"). The City agrees to use the Confidential Information solely for such Purpose and only in accordance with the terms of this Agreement. City further agrees not to use the Confidential Information for any purpose other than the Purpose.
2. For purposes of this Agreement, the following terms shall have the meanings ascribed below:
 - (a) "**Affiliate**" shall mean any corporation or other legal entity that now or hereafter Controls, is Controlled by, or is under common Control with Company or the City.
 - (b) "**Confidential Information**" shall mean and refer to all confidential or proprietary information, documents, and materials, whether printed or in machine-readable form or otherwise, including, but not limited to, processes, hardware, software, inventions, trade secrets, ideas, designs, research, know-how, business methods, production plans, marketing and branding plans, merger plans, human resource policies, programs, and procedures relating to and including but not limited to organizational structure, management, marketing and branding strategies, products and services, customer service, merger integration provisions, human resource and employee benefit policies, programs, and services, internal communication processes, technology tools, and any Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for the City. Confidential Information shall include all information that should reasonably have been understood by the City, because of

legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to the Company, regardless of whether such information is marked "Confidential."

- (c) "Control" means actual management control, or the direct or indirect ownership of sufficient voting securities to exercise ultimate decision making authority. The City shall be liable for any failure to abide by the provisions of this Agreement.
- (d) "Representatives" shall mean any of the officers, employees, subcontractors or agents having access to Confidential Information disclosed hereunder.

3. The City agrees that with respect to Company's Confidential Information, the City will:

- (i) reveal the Confidential Information only to its Representatives, including, but not limited to, _____, who need to know the Confidential Information for the above Purpose, who are informed by the City of the confidential nature of the Confidential Information, and who shall agree to act in accordance with the terms and conditions of this Agreement; and
- (ii) at the Company's request, return promptly to such party or destroy (and confirm such destruction in writing to the Company) any and all portions of the Confidential Information disclosed under this Agreement (including copies forwarded to Representatives), together with all copies thereof.

In furtherance thereof, the City shall use the same degree of care to safeguard and avoid disclosure (including, but not limited to, disclosure to any federal, state or local government or any agency or department thereof), publication, dissemination, or use of any or all of the Confidential Information obtained hereunder as it would use with respect to its own Confidential Information or proprietary information, but in any case using no less than a reasonable degree of care. The City shall be responsible for any breach of this Agreement by its Representatives or Affiliates.

- 4. This Agreement will terminate two (2) years after the Effective Date. The City's obligations with respect to Confidential Information received hereunder will continue in full force and effect after this Agreement terminates or expires. The City and its Representatives shall not, without the prior written consent of the Company, disclose Confidential Information to any third party in any manner whatsoever, in whole or in part.
- 5. It is understood, however, that the foregoing provisions shall not apply to any portion of the Confidential Information which:
 - (i) was known to and in the lawful possession of the City prior to disclosure by the Company without obligation of confidentiality;

- (ii) is obtained by the City after the date hereof from a third party which is lawfully in possession of such information and is not in violation of any contractual or legal obligation to a Company or other third party with respect to such information;
 - (iii) is or becomes part of the public domain through no fault of the City or its Representatives;
 - (iv) is independently ascertained or developed by the City or its Representatives;
 - (v) is required to be disclosed by administrative or judicial action provided that (A) the City immediately after notice of such action notifies Company of such action to give Company the opportunity to seek any other legal remedies to maintain the confidentiality of such Confidential Information and (B) City discloses such Confidential Information with the highest level of confidentiality designation available under any protective or like order associated with the administrative or judicial action; or
 - (vi) is approved for disclosure and release by written authorization of the Company.
6. Company makes no representations or warranties, express or implied, with respect to any Confidential Information. Confidential Information is provided "as is", and the Company shall not be liable for the accuracy or completeness of the Confidential Information. Company shall not be liable for any indirect, incidental, or consequential damages of any nature or kind resulting from or arising in connection with this Agreement.
7. All the Confidential Information disclosed to, delivered to, or acquired by City from Company hereunder shall be and remain the sole property of the Company.
8. Disclosure of the Confidential Information shall not constitute any option, grant, or license to the City or its Representatives of such Confidential Information under any patent, know-how, or other rights heretofore, now, or hereinafter owned or held by the Company. Additionally, disclosure of the Confidential Information shall not convey any ownership interests in the Confidential Information to City or its Representatives or any rights in, to or arising from the Confidential Information. It is understood and agreed that the disclosure of the Confidential Information hereunder shall not result in any obligation on the part of either party to enter into any further agreement with the other with respect to the subject matter hereof or otherwise.
9. This Agreement is binding on the parties, their successors and assigns. No modification of this Agreement shall be effective unless in writing and signed by both parties hereto.
10. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to City:

If to the Company:

11. Either party's waiver of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition hereof.
12. This Agreement shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of law.
13. This Agreement constitutes the complete agreement between the parties hereto and supersedes and cancels any and all prior communications and agreements between the parties with respect to the disclosure of Confidential Information related to the purpose described herein and the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Confidentiality and Nondisclosure Agreement upon the date first set forth above.

CITY OF ALEXANDRIA, VIRGINIA

COMCAST OF VIRGINIA, INC.

By: _____

Name: _____

Title: _____

By: Thomas Coughlin

Name: THOMAS COUGHLIN

Title: SENIOR V.P.